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8 & Silverwood Properties

FILED  
Superior Court of California  
County of Los Angeles

DEC 17 2018

Sherri R. Carter, Executive Officer/Clerk  
By *Judson Williams* Deputy  
Anthony *Ortiz*

7 SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE  
8 COUNTY OF LOS ANGELES

10 DAVID A. GLAZER, an individual,

11 Plaintiffs,

12 vs.

13 CHENEY ADRIENNE SHAPIRO; CHENEY  
14 SHAPIRO DESIGNS 401K; CHENEY SHAPIRO  
15 DESIGNS; RESOURCEFUL DEVELOPMENTS,  
16 INC.; RICHARD JUDSON WILLIAMS;  
17 SILVERWOOD PROPERTIES, INC.; KENNETH  
HOWARD SHAPIRO; PODLEY ASSOCIATES  
REALTORS; LINDA DARLINGTON SEYFFERT;  
SEISMIC SAFETY, INC.; EDMUND J. SYLVIS;  
KEN LAMARR COMPTON; AND DOES 1  
THROUGH 250.

18 Defendants.

CASE NO. BC669741

Complaint Filed: July 25, 2017  
Assigned To: Hon. Richard E. Rico  
Dept.: 17

DECLARATION OF WARREN K. MILLER IN  
SUPPORT OF PLAINTIFF'S EX PARTE  
APPLICATION TO:

- 1 STRIKE THE DECEMBER 7, 2018 ORDER  
DISMISSING THE DEFENDANTS AND  
RETURN THE MATTER TO THE ACTIVE  
CALENDAR; AND
- 2 SET THE OSC RE DISMISSAL FOR  
DECEMBER 17, 2018

[Filed Concurrently with Ex Parte Application  
and Proposed Order]

DATE: December 17, 2018

TIME: 8:30 a.m.

DEPT: 17

TRIAL DATE: None set

23 AND RELATED CROSS-ACTION

24 I, Warren K. Miller, hereby declare as follows:

25 1. I am an attorney duly licensed to practice law in all courts of the State of  
26 California. I am an attorney with the law firm of The Carlson Law Group, counsel of record  
27 herein for defendants Kenneth H. Shapiro and Silverwood Properties. I have personal

ORIGINAL

1 knowledge of all facts stated in this declaration and could and would testify to those facts if  
2 called upon to do so.

3       2. In October, 2018, the parties engaged in mediation with Judge Richard E. Stone  
4 (Ret). Judge Stone proposed a complicated resolution to the lawsuit that involved the selling  
5 defendants buying the home back from Plaintiff, with all of the defendants paying additional  
6 money as part of the settlement.

7       3. The transaction to settle this lawsuit is complicated and it took a while to  
8 negotiate the details. In addition to a cash payment to Plaintiff, the settlement involves certain  
9 of the defendants buying back the home that was sold to Plaintiff. The escrow for the re-  
10 purchase of the home is set to close on March 1, 2019. However, if the escrow does not close,  
11 the settlement is cancelled, the parties will return to the status quo before the settlement, and  
12 return to Court to request a trial date.

13       4. On November 29, 2018, the Court held a Post-Mediation Status Conference to  
14 discuss the status of the settlement. I appeared at the status conference via CourtCall.

15       5. During the November 29, 2018 Status Conference, Counsel informed the Court  
16 that the settlement documents were signed by several of the parties, and that the attorney  
17 representing the parties (Alisa Sandoval, Esq., who was not in Court that day for the Status  
18 Conference) that had not yet signed the settlement documents had represented to the parties  
19 that her clients would soon be signing the documents. Based upon counsel's representations,  
20 the Court set an OSC re Dismissal for December 17, 2018, at 8:30 a.m. in Dept. 17. The Court  
21 ordered Plaintiff to give notice.

22       6. On December 12, 2018, I learned from Plaintiff's counsel, Ronald A. Hartmann,  
23 that an OSC took place on December 7, 2018, and no parties appeared because no party had  
24 notice, and the defendants were dismissed on that day without prejudice. It appears that a  
25 court system administrative or clerical error was made and the OSC was inadvertently set for

1 December 7, 2018, rather than December 17, 2018 as the Court indicated during the November  
2 29, 2018 Status Conference.

3       7. It is important that the matter be returned to the active calendar because the  
4 settlement involves a buy back of the Plaintiff's home that was the subject of this lawsuit. The  
5 escrow is set to close on March 1, 2019. Pursuant to the terms of the settlement, the entire  
6 settlement is contingent upon the buy back of the home and escrow closing on March 1, 2019.  
7 If the escrow does not close, then the settlement is cancelled and the parties will return back to  
8 Court for a trial date.

9       8. I declare under penalty of perjury under the laws of the State of California that  
10 the foregoing is true and correct. Executed this 13th day of December, 2018, at Woodland Hills,  
11 California.

12  
13 Dated: December 13, 2018

  
14 Warren K. Miller  
15 Attorney for defendants Kenneth H. Shapiro and  
16 Silverwood Properties  
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